

Twin Group International Agent Agreement



Twin Training International Limited, Tower House,
67-71 Lewisham High Street, London SE13 5JX, UK.
Tel: +44 (0)20 8297 1132
Fax: +44 (0)20 8297 0984
www.twinuk.com/agents

The following Agreement is between Twin (as defined in Schedule 1 - Definitions on page 6), and the Agency which completes page 4 of this document.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions in this Agreement shall be as defined in Schedule 1 to this Agreement.

2. Twin hereby appoints the Agent to promote all Twin Group Programmes including:

- English Language Centres including Pre University Foundation programmes
- Junior Summer Centres
- Work Experience Programmes including the Career Development Programme
- School Group Travel Programmes

Duration and notice

This agreement will automatically renew after 12 months subject to the right of either party to terminate by written notice not less than two months prior to the expiry date. However undertakings regarding confidentiality shall endure notwithstanding that this Agreement is not renewed.

Exclusivity

The agent's appointment under this agreement is on a nonexclusive basis for all Twin programmes

Twin hereby agrees

To allow the Agent to use the Twin name, logo and IP or associated marks for the purposes solely of promoting the Programmes, so long as the Agent has submitted to Twin and Twin has agreed the content of any such material. To provide the Agent with sufficient brochures and promotional material for the Agent to promote the Programmes effectively, providing that the Agent has given, and Twin has agreed, notice of its requirements at least 30 days before they are required. To provide the Programmes in accordance with the description and price as defined in the published fees list (and as amended each year in the event that the Agreement is renewed). To pay the Agent the Commission Rate on those Programmes that is Commissionable.

The Agent hereby agrees

To use its best endeavours to promote the Programmes and to pay for such local advertising and promotion as the Agent shall determine is appropriate for the performance of its obligations hereunder. The Agent must not use the Twin logo to trade under or to make business contracts or commitments on behalf of Twin. The Agent will not make or hold Twin responsible for any of the Agents business and third party dealings. To abide by Twin's Booking, Payment and Cancellation terms and other conditions defined in Schedule 2 to this agreement.

To inform the Client prior to making a booking of the Terms and Conditions of this agreement that could affect the Client. To abide by the Work Experience Programmes and Procedures (if appointed as Agent for Work Experience Programmes) as defined in Schedule 3. To treat as confidential the intellectual property of Twin, and to return to Twin, in the event that this Agreement is terminated whether by expiry or by Notice, any brochures, documents, pictures (whether in electronic or paper format) or any other publicity material that refers to Twin or its programmes. To provide clear and accurate information to Clients about Twin Group Programmes. Twin cannot be held liable for Client complaints if inaccurate information has been given to the Client by the Agent, and in such cases Twin cannot intercede in any disputes between the Client and Agent. To conduct interviews with proposed Clients interested in applying for a Twin Programme with a view to recruiting Clients for Twin. To process applications following such interviews and coordinate all administrative procedures associated with enrolling Clients on a Twin Programme. To ensure all relevant documents are collected to support visa applications. To check authenticity of all application and visa supporting documents. To ensure that correct details (including age and language level, secure language test) are sent to Twin at the time of the booking. To promptly inform Twin of any complaint or enquiry concerning a Programme that is received by the Agent after the processing of the relevant application. Not to attempt to communicate directly with any host company used by Twin for internships or work placements. This includes

sending literature concerning the Agent's services via the Clients sent, or using the Client to advocate the Agent's services to the host company. To ensure that any invoices addressed to the Agent for any Clients funded by governments, grant agencies, embassies and any other funding sources are paid according to the terms and conditions of this agreement. To return all original Twin documents to Twin in the case of visa refusal and refund application. To verify that any visa that may have been granted has been cancelled in case of refund applications. To maintain up to date knowledge of UK immigration guidance, rules and procedures and to abide by all procedures as required and published by Twin on the agent's extranet, concerning immigration rules, regulations and recruitment requirements for Points Based System Tier 4, students applying for courses that require a General Student Visa. This includes but is not exhaustive to correctly assessing the student's intention and ability to study. Agents must assess and provide full information on a student's personal, financial circumstances, evaluate the student's educational background and ability to complete the course. To maintain up to date knowledge of the Programmes being offered by Twin, its policies and environment as well as more general developments in education and life in the UK. Agents are encouraged to visit Twin to familiarise themselves with our school's facilities and Programmes. To facilitate visits by Twin staff to the agent's office (s) to discuss latest developments in the school's policies and Programmes and to satisfy themselves that Twin is being promoted by the agent in accordance with the terms of this Agreement and good practice as set out by the British Council and UK Border Agency.

Assigning sub agents

The Agent is permitted to delegate its responsibilities under this Agreement to sub-agents. All agreements between the Agent and any sub agent must be approved by Twin in writing. When appointing sub-agents the Agent must take care to ensure the sub-agent abides by the Twin Code of Conduct for Educational agents. It is agreed that any breach by a sub-agent of the Code may lead to summary termination of this Agreement. The agent is not allowed to assign any of its rights under this Agreement to any third-Party (including sub-Agents) and nothing in this clause shall be construed to establish a contractual relationship between Twin and any sub-Agent.

Confidentiality and data protection

Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs to any customer client or supplier of the other Party or of any member of the group of companies to which the Party belongs. The Agent acknowledges its obligations in respect of student confidential information under the Data Protection Act 1998 and represents and warrants to Twin it has adequate systems in place to comply with the requirements of the Act.

Insurance

Twin requires the Agent to demonstrate that the Client(s) is (are) adequately covered by insurance against any risks that could occur during the whole period of their Programme, including travelling to and from their place of origin, and reserves the right to refuse to accept any Client if, in Twin's sole discretion, the Client is inadequately insured. Notwithstanding this clause, neither the Agent nor the Client shall have any claim against Twin in the event that insurance coverage is inadequate. Twin cannot be held responsible for any loss or injury caused to any person associated with this Agreement. The Agent hereby undertakes to make the Client aware of this Clause.

Default

If the Agent shall default in the performance of his duties hereunder, Twin shall give written notice of such default. If such fault is not rectified within 10 working days after the issue of the said notice, Twin shall have the right to terminate the Agreement forthwith. If Twin terminates the Agreement it shall do so in writing to the Notice Address stated herein.

Force majeure

Twin shall not be responsible for or deemed to be in default by reason of delays in or failure of performance of this agreement due to causes beyond its reasonable control including but not limited to civil war, war between nations, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents, any act of government, governmental priorities, allocations, regulations, or orders affecting materials or facilities, acts of God or the public enemy, failure of transportation, epidemics, H1N1 (Swine Flu), quarantine restrictions, or labour trouble causing cessation, slow down or interruption of work and failure of suppliers and sub-contractors to furnish labour or materials within their contractual delivery times. Twin has been granted permission to be on the Register of Sponsors by the UK Border and Immigration Authority. This allows Twin to issue a Confirmation of Acceptance of Studies (CAS). In issuing this CAS Twin does not guarantee a visa and Twin cannot be held responsible for any visa refusals or incorrect visas being issued by UK Visas or the UK Border Agency. Please also refer to our cancellation fees as stated below (Schedule 2, Section 4B). The Agent must not state that Twin, or their own agency, when promoting Twin Programmes can guarantee a visa.

Client behaviour

Twin reserves the right to remove clients whose behaviour is inappropriate, unsatisfactory or whose continued presence is undesirable from any of its Programmes or Courses. Under these circumstances no refund shall be due in respect of any unused portion of a Twin Programme. It will be the responsibility of the Agent to arrange alternative accommodation and travel for Clients who have been removed from a Twin Programme, including Young Learners on Summer Courses.

Refunds

All refunds will be paid to the payee only.

All refunds will be in English Sterling.

Except under the terms of the cancellation policy or visa refusal for legitimate reasons (non fraudulent reasons) no refunds are given. Commission is not paid on refunded monies.

Courier charges

In all cases where Twin has been requested to mail documents by courier service, courier fees are payable to Twin whether the Client attends a Twin Programme or cancels for whatever reason.

Amendments

Twin retains the right to cancel courses, merge or close tuition classes or arrange tuition classes in the morning or afternoon depending on Client numbers. If a course is shortened after commencement, unused fees will not be refunded.

Twin reserves the right to change the accommodation of the Client at short notice, as the need may arise, to accommodation of an equivalent standard. The Client shall have no right to compensation in such an event.

Twin will not extend Courses free of charge if the Client shall be absent for any period during the Course. Late arrival does not entitle the Client to any extension without payment of the appropriate fee.

Accommodation fees are non-refundable after the course has commenced. Full accommodation fees will apply even if the accommodation is cancelled.

Authority

I have full authority on behalf of the agency to agree terms on behalf of the agency.

14. Jurisdiction

This Agreement shall be governed by the laws of the United Kingdom.

15. Notices

Notices exchanged in connection with this agreement shall be communicated by mail, or facsimile to:

Twin Training International Limited, 67-71 Lewisham High Street, London SE13 5JX, ENGLAND.

Tel: +44 (0)20 8297 1132 | Fax: +44 (0)20 8297 0984

Website: www.twinuk.com

Twin Group International Agent Agreement

The Twin logo consists of the word "Twin" in a white, sans-serif font, positioned to the right of a solid purple square.

Please complete and return the requested information below:

Agency Name:

Address Line 1:

Address Line 2:

City:

Region:

Country:

Zip Code:

On behalf of the Agent:

the agency hereby assigns (please fill name):

as designated co-ordinator, who will have the authority to liaise with and make all decisions necessary on behalf of the Agent.

Print name:

Signed:

Date:

On behalf of Twin:

Print Name:

Signed:

Date:

Schedule 1: Definitions

1.1. Twin shall mean TWIN TRAINING INTERNATIONAL LIMITED, whose registered office is Tower House, Lewisham, High Street, London, SE13 5JX

Twin Programmes

English Language Programmes shall mean the provision of English Language tuition (also referred to as courses) either in one of Twin English Centres or in a Summer Centre, on its own or in conjunction with any other School Group Travel Programme and/or Work Experience Programme. Graduate Career Development Programme, Pre Masters Programme or University Foundation Programme tuition (also referred to as courses) in one of the Twin English Centres, either on its own or in conjunction with any other.

- 1.2. Summer Centres shall mean a youth language and activity camp programme with either home stay or residential accommodation.
- 1.3. School Group Travel Programmes shall mean all ground handling programmes for groups, primarily Junior groups including without limitation accommodation, meals, theatre visits, entrances and transport either on its own or in conjunction with any other Twin Programme.
- 1.4. Work Experience Programmes shall mean the placement of Clients as Interns in host companies throughout the UK (also referred to as placement Programmes) and the provision of Vocational Training Courses, either on its own or in conjunction with any other Twin Programme.
- 1.5. Shall mean all the intellectual property of Twin, including without limitation its mailing list, price structure, commission rates, designs, logos, course content and design, names of hotels and companies used for Work Experience Programmes.
- 1.6. Commission Rates shall mean the percentage to be applied to the Commissionable price for determining the amount due to the Agent.
- 1.7. Commissionable shall mean a programme or course fee on which commission is calculated.
- 1.8. Twin English Centres shall mean the English Language Schools in Eastbourne and London.
- 1.9. Term shall mean a period of time as defined by TWIN, with a specific start and end date, for the teaching of a specific curriculum.
- 1.10. Courses shall mean a course of tuition in EFL, IT or other subjects and provided by Twin either in its schools or in locations rented by Twin.
- 1.11. Client shall mean a person who books a Twin Programme either through an Agent or directly.

Schedule 2:

Bookings, deposits, payment, commission, cancellation, amendments and refunds

2.1. Deposits

Twin requires up front deposits from Agents to secure bookings.

School Group Travel programmes: - 20% deposit

Language and Work Experience Programme Groups: - 20% deposit for School Groups.

Language and Work Experience Programme Individuals: - 20% deposit or full fees if arrival within 2 weeks or less.

For students requiring a CAS from Twin - £100.00 deposit plus £50.00 admin fee to get an offer letter or full payment of the programme should the value of the programme be less than £3000. In any circumstances full payment should be made before CAS is assigned.

Language Programmes (summer centres): - 20% deposit for groups £150.00 deposit for individuals

Foundation programmes: - 25% deposit plus £50.00 administration fee

Accommodation Only bookings – Home stay full fees required; Residential full fees + 100.00 damage deposit (damage deposit refundable upon departure)

If communication regarding the arrival of a group continues despite Twin not receiving a deposit, Normal cancellation charges will still apply (see Section 4 for cancellation policy)

2.2. Final payment

Any outstanding balance shall be invoiced for by Twin and must be received by Twin 28 days before the clients arrive, failing which Twin reserves the right to cancel the booking and apply the appropriate cancellation fees.

Payment shall be made to Twin's bank in accordance with the Booking Form and Invoice.

Payment by the Agent should be made wherever possible net of commission by the Agent to Twin. If necessary, Twin will accept gross fees from the Client, in which case the Agent should send an invoice to Twin for commission. Commission will generally be paid at the end of the month following arrival of the Client. It is the Agents responsibility to ensure the Client pays gross fees to Twin according to the above deadline.

Twin reserves the right to charge interest on invoices which remain unpaid at their due date of 3% above base rate.

2.3. Commission rates – General

Fees as published in our fees leaflet are gross. Commission may be paid as a set percentage of commissionable fees, or the Agent may be given special net fees per Programme. In all cases, commission rates are as negotiated with Twin and are based on volume business.

Commission's rates are listed below:

English Centres London and Eastbourne: 20%

University foundation Programmes: 20%

Work Experience Programmes: 20%

Summer Centres: 20%

Commission is not paid on refunded monies

2.4. Cancellations – General

Cancellations must be made in writing and using the Cancellation Form. The period of cancellation applies from the date Twin receives the written notice of cancellation. Any cancellations from visa nationals due to visa refusals must be accompanied by the official visa refusal notice (all pages). It is the Agent's responsibility to ensure that Twin receives full copy of the visa refusal notice in all cases where a booking is cancelled due to visa refusal. The Agent must inform Twin of all visa refusals immediately.

In all cases, if Twin have been asked to courier documents, the courier charge is payable in cases of cancellation.

*Twin reserves the right to retain all fees should the reason for refusal be unacceptable and could be used in any way to damage Twin's HTS status.

Students who request a host family change for no valid reason (such as prejudice regarding ethnicity, religion, sex, sexuality or disability) will be subject to a £35 charge.

2.4.1 Cancellations Language Programmes - English Centres Groups (cancellation of whole group or individuals within a group)

More than 4 weeks' notice: - Loss of deposit

2-4 weeks' notice: - 50% of fees

Less than 2 weeks' notice: - 100% of fees

Individuals:

Less than 4 weeks' notice: - Loss of deposit plus admin fee

Less than 2 weeks' notice: - Loss of deposit, admin fee, 1 week's accommodation fees plus transfer fees

2.4.2 Individual students requiring a CAS

More than 4 weeks' notice: - Loss of deposit plus admin fee

Less than 4 weeks' notice:- Tuition and accommodation fees plus transfer fees.

Cancellation due to visa refusal:- Loss of deposit plus admin fee*

*Twin reserves the right to retain all fees should the reason for refusal be unacceptable and could be used in any way to damage Twin's HTS status

2.4.3 Individuals - students requiring student visitor VISA

More than 4 weeks' notice: loss of deposit plus admin fee

Less than 4 weeks' notice: loss of deposit, admin fee, 1 week accommodation fees plus transfer fees.

2.4.4 Language Programmes and Summer Centre courses Groups (cancellation of whole group or individuals within a group)

More than 4 weeks' notice: - Loss of deposit

2 to 4 weeks' notice: - 50% of fees

Less than 2 weeks' notice: - 100% of fees

Individuals:

More than 2 weeks' notice: - Insurance fees if requested

Less than 2 weeks' notice: -1 week of fees plus transfer fees

Cancellation due to visa refusal: - No charge, but evidence of visa refusal must be provided

2.4.5 University Foundation Programmes - Individuals

Less than 4 weeks' notice: - Loss of deposit plus admin fee

Less than 2 weeks' notice: - Loss of deposit, admin fee, 1 weeks accommodation fees plus transfer fees

Individual Students requiring a CAS

More 4 weeks' notice: - Loss of deposit plus admin fee

Less than 4 weeks' notice - Full fees plus admin fee

Cancellation due to visa refusal- Loss of deposit plus admin fee*

*Twin reserves the right to retain all fees should the reason for refusal be unacceptable and could be used in any way to damage Twins HTS status

2.4.6 School Group Travel

The following cancellation policy applies to our standard policy for host family accommodation only. Bookings for hostels, hotels and residential centres may incur a different cancellation policy, which will be advised to you at time of booking.

More than 30 days before travel: - no charge

22-29 days before travel: - Loss of deposit

15-21 days before travel: - 25% of total costs

08-14 days before travel: - 50% of total costs

0 - 07 days before travel: - 100% of total costs

Please note that any entrance fees, meals, guides or other services, which have already been pre-paid by TWIN on behalf of the group, will not be refunded in the event of cancellation.

2.4.7 Work Experience Programmes - Individuals

More than 2 weeks' notice: - Loss of deposit plus admin fee

Less than 2 weeks' notice: - 100% of fees and 1 weeks accommodation fee plus transfer fee

Work Experience Programmes - Groups

More than 2 weeks' notice: - Loss of deposit

Less than 2 weeks' notice: - 100% of fees

If group numbers change and students cancel from groups Twin reserves the right to charge individual cancellation fees for each student cancelling.

2.4.8 Accommodation - Host family accommodation

Accommodation fees are non refundable up to two weeks or less prior to arrival. If two weeks notice is given, Host Family accommodation fees will be refunded. For juniors, under 15, there is a fixed cost of £30 per student to cover the cost of a meet/greet person to meet Juniors at Canadian Avenue, where students will need to go to be picked up and dropped off by host families.

2.4.9 Accommodation - Residential accommodation

Full accommodation fees will apply even if the accommodation is cancelled in advance.

SCHEDULE 3:

Paid Work Experience programme recruitment procedures

3.1. The Agent will provide Clients to Twin for placement on training programmes in establishments within the United Kingdom to further their practical training in English language for the duration of this Agreement.

3.1.2. Twin will use its best endeavours to find suitable establishments in which to place the Clients commensurate with their level of competence in the English language.

3.1.3. The Agent will carry out an oral examination on behalf of Twin assessing the Client in accordance with the Common European Framework Reference for Languages (CEFR). Twin will supply to the Agent test papers, which should be completed by each Client and assessed by the Agent before being returned to Twin for evaluation. This evaluation process must be complete before any offers will be made. These test papers will at all times remain the property of Twin.

3.1.4. All Clients who are offered to TWIN for placement on any training programmes will have first been thoroughly vetted by the Agent. Twin will accept no responsibility whatsoever for any Client who has not been accepted by the Agent. By accepting the Client, the Agent takes full responsibility for them throughout their entire training programme and whilst Twin will endeavour to assist in any way possible the responsibility for the Client must at all times remain with the Agent.

3.1.5. Twin will not be held responsible for any changes to the enrolment criteria, that are a direct result of the Home Office or UKBA's changes of policy or guidance notes. This also includes extra payments enforced by the Home Office.

3.1.6. Twin operates an introductory service and as such introduces Clients to establishments. Twin will not be held responsible for the shortening of a placement or for any reduction in working hours for any reason, including a downturn of business, closure due to accident or incident, maintenance work. This is not an exhaustive list.

3.1.7. Twin will not compensate for any loss of earnings should a placement duration or amount of hours worked be reduced for any reason.

3.1.8. Should a placement period be reduced through no fault of the Client, Twin will endeavour to provide another opportunity to the Client wherever possible. Options that will be provided will include another similar placement or if this is not available another placement type offered under Work Experience Programmes. Twin will not be held responsible for any additional costs incurred including accommodation or travel costs.

Points to consider when interviewing non EU students are:

1. previous entry clearance refusal
2. previous employment history
3. English language ability
4. specific circumstances relating to the students background
5. economic background
6. financial circumstances
7. previous study experience and any gaps in this for more than 5 years
8. failure to complete previous course of study
9. expectations of the course in the UK, what the student expects to gain from it and what they want to do after the course finishes.

Agents performance will be monitored, in terms of number of visa refusals, number of students who fail to enrol or complete the course, student attendance and student feedback. Twin will terminate any agreement with an agent that does not meet Twin's standards in these areas. All up to date Tier 4 Recruitment Procedures and Application Documents can be found in on the Agent Extranet on Twin's website www.twinuk.com Twin require that all agents review the website and keep up to date with all changes/updates that are published. Our agents are our representatives and we expect them to adhere to all responsibilities as required by Twin in accordance with UKBA immigration rules and regulations.